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STREAM RESTORATION SERVICES
SPB07-1378O-A

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana, Department of Administration, State Procurement Bureau, (hereinafter referred to as "the State"), whose address and phone number are Room 165 Mitchell Building, 125 North Roberts, PO Box 200135, Helena MT 59620-0135, (406) 444-2575 and Mainstream Restoration, Inc., (hereinafter referred to as the "Contractor"), whose address and phone number are PO Box 1723, Bozeman, MT 59771 and (406) 522-0072.

THE PARTIES AGREE AS FOLLOWS:

2. PURPOSE

The purpose of this term contract is to establish a list of pre-qualified Stream Restoration Services Providers. Work will be assigned through task orders each against this term contract. The State makes no guarantee of use by any agency with authorized access to this term contract. This term contract covers stream restoration services projected to cost up to $499,999. Proposed projects for stream restoration services for which estimated costs exceed $500,000 will be advertised for competitive bid.

3. EFFECTIVE DATE, DURATION, AND RENEWAL

3.1 Contract Term. This contract shall take effect upon contract execution and terminate on June 30, 2009, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

3.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in two-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years. Contractors failing to respond to renewal notices within the time specified by the SPB will have their name placed in an inactive status on the State website, and this shall make that contractor ineligible to receive task orders until such time as renewal information is received and accepted by the Contracts Officer.

4. NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

5. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units.

6. TERM CONTRACT REPORTING

Term contractors shall furnish annual reports of term contract usage. The annual reports shall be based on information for July 1 through June 30 each year. Minimum information required to be included in usage reports: name of the agency or governmental entity that contacted contractor regarding a potential project; project title; agency contact person; if the project was not successfully negotiated, state the reason; number and title of contracts received; total dollar amounts for contracts received; the names of Contractor's personnel involved in the project; and project status as of usage report date. The first report for this term contract will be due July 30, 2008.

Reported usage and dollar totals may be checked by the State Procurement Bureau against state records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

7. SERVICES AND/OR SUPPLIES

Contractor agrees to provide the State the following: Stream Restoration Designs, Oversight and/or Implementations with a range of complexities for various stream restoration, reclamation and enhancement projects located around the state using techniques that focus on restoring natural processes within the river-riparian ecosystem. Restoration, reclamation and enhancement projects will include stream channel re-naturalization; bank stabilization projects focusing on re-establishing natural structure and function, riparian restoration; spawning rearing and adult fish habitat enhancement; fish passage restoration; and in-stream flow enhancement.

8. ENGINEERING ACCESS

Contractor may need to have access to engineering services depending on the nature of the project. The contractor(s) will be expected to consult with the State and develop a recommendation as to whether engineering services are needed for a given project. However, engineering methodologies are not the emphasis of this RFP. Therefore, **NO** Architectural, Engineering and Land Surveying services are allowed under this term contract as defined under 37-67-101, MCA unless the procurement procedures of 18-8-204, MCA are followed.

8.1 Reuse of Documents. When the projects dictate a design or engineered approach, the State agrees that it will not apply the contractor's designs to any other projects.

9. PROJECT SELECTION

9.1 Project Identification. The State will be responsible for identifying projects, selecting a contractor, assigning a task order, and approving project payments.

9.2 Meetings. For stream restoration services, the contractor may be required to meet with state personnel at the onset of the project and periodically thereafter to resolve technical or contractual problems that may occur during the term of a project. The contractor may be required to attend meetings with other federal and state agencies and public meetings as directed by state personnel.

The contractor may be required to meet with state personnel at the project site to conduct a site evaluation and discuss project issues.

The contractor will be given a minimum of three full working days notice of meeting date, time, and location. While face-to-face meetings are desirable, a conference call meeting may be substituted at the discretion of state personnel. Consistent failure to participate in meetings (two consecutive missed or rescheduled meetings) may result in termination of the task order and contract.

9.3 Approach Expectations. In the case of reclamation activities, the agency will identify the preferred techniques. The selection of particular techniques by the State may define which contractor(s) are contacted for project initiation. The State is always open to new and innovative approaches that accomplish project goals.

10. SELECTING A CONTRACTOR

The State may select a term contract contractor listed in the Stream Restoration Services contract as posted on the Environmental Services Contract-Home page as provided under the State's website address http://gsd.mt.gov/apps/termcontracts/default.aspx, taking into consideration such things as the contractor's area of expertise, requirements and location of the project, the Contractor's availability and access to resources necessary to efficiently and effectively complete the project, demonstrated excellent past performance on state and public projects, identified subcontractors, and total project cost.

10.1 General. Ordering agencies shall use the procedures in this section when ordering services priced at hourly rates as established by each Term Contract (TC). The applicable rates and qualifications are identified in the TC along with the each contractor's point of contact.

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10.2 Request for Quotation (RFQ) Procedures. The ordering agency must provide an RFQ, which includes the SOW and limited but specific evaluation criteria (*e.g.*, experience and past performance), to TC contractors that offer services that will meet the agency's needs. The RFQ may be posted to the agency's state website to expedite responses.

10.3 Statement of Work (SOW). All SOWs shall include at a minimum a detailed description of the work to be performed, location of work, period of performance, deliverable schedule, applicable performance standards, and any special requirements (*e.g.*, security clearances, travel, special knowledge, budget constraints).

10.3.1 Ordering agency may select a contractor from the pre-qualified list and directly negotiate a mutually acceptable project based on a sudden and unexpected happening or unforeseen occurrence or condition, which requires immediate action (*Exigency*).

10.3.2 Ordering agency may place orders at or below the $5,000 threshold with any term contract contractor that can meet the agency's needs. The ordering agency should attempt to distribute orders among all contractors.

10.3.3 For orders estimated to exceed $5,000 but be less than $25,000:

- The ordering agency shall develop a SOW.
- The ordering agency shall provide the Request for Qualifications (including the SOW and evaluation criteria) to at least three listed TC contractors that will meet the agency's needs.
- The ordering agency shall request that contractors submit firm-fixed prices to perform the services identified in the SOW.

10.3.4 For orders estimated to exceed $25,000. In addition to meeting the requirements of 10.3.3 above, the ordering agency shall:

- Provide the Request for Qualifications (including the SOW and the evaluation criteria) to all listed term contract contractors.

10.4 Evaluation. The ordering agency shall evaluate all responses received using the evaluation criteria provided to the TC contractors. The ordering agency is responsible for considering the level of effort and the mix of labor proposed to perform a specific task being ordered, and for determining that the total price is reasonable. The agency will place the order with the contractor that represents the best value. After award, ordering agencies will provide timely notification to unsuccessful TC contractors. If an unsuccessful TC

contractor requests information on a task order award that was based on factors other than price alone, a brief explanation of the basis for the award decision shall be provided.

10.5 Minimum Documentation. The ordering agency shall document:

- The TC contractors considered, noting the contractor from which the service was purchased;
- A description of the service purchased;
- The amount paid;
- The evaluation methodology used in selecting the contractor to receive the order;
- The rationale for making the selection;
- Determination of price fair and reasonableness.

The State reserves the right to cease negotiations with the contractor if agreement cannot be reached on project approach and/or costs, and to begin negotiations with another contractor from the list. The State will keep complete written documentation of any negotiation process in the project file.

Agency project task orders will be utilized to finalize the project. Only written addenda will be used for adjustments of the task orders and must be signed by both parties. All task orders must contain signatures from both parties and appropriate agency legal review as directed in their procurement policy.

The State will monitor contractor selection by using the information provided in the annual term contract usage reports.

11. CONTRACTOR RESPONSIBILITIES

11.1 Supervision and Implementation. The contractor for an individual project will be responsible for the supervision and implementation of the approach and will be responsible for oversight of work performed by all subcontractors.

11.2 Applicable Laws. The contractor shall keep informed of, and shall comply with all applicable laws, ordinances, rules, regulations, and orders of the city, county, state, federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The contractor shall provide all necessary safeguards for safety and protection, as set forth by the Department of Labor, Occupational Safety and Health Administration.

11.3 Work Acceptance. The contractor is responsible for project oversight as needed. All work rejected as unsatisfactory shall be corrected prior to final acceptance. The State may also periodically provide personnel for administrative oversight from the initiation of the task order through project completion. All work will be inspected by the State or designated liaison prior to approval of any task order payments. All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance. Contractor shall respond within seven calendar days after notice of defects has been given by the State and proceed to immediately remedy all defects.

11.4 Records. The contractor will supply the State with documentation, when requested, of methods used throughout project implementation. Contractor will maintain records, for itself and all subcontractors, of supplies, materials, equipment, and labor hours expended. The contractor will supply the State with photo documentation of methods of habitat restoration progress throughout project implementation. Contractor will maintain records for themselves and all subcontractors of supplies, materials, equipment and labor hours expended.

11.5 Communication. Remoteness of project sites may necessitate that the contractor have some form of field communication, such as a cellular phone. This communication is necessary to enable the State to respond to public questions or concerns related to the project, accidents, inspections, or other project issues that require immediate feedback. In addition, the State or cooperative purchaser may require scheduled communication at agreed upon intervals. The communication schedule will depend upon the project circumstances and requirements of the agency issuing a task order. In the case when a communication

schedule is included in the Scope of Work, the schedule will commence when the Contractor initiates the project.

11.6 Collaboration. The State encourages collaboration between contractors to increase the scope of services offered. If the contractor is not able to provide all services needed for the project, the State will expect the contractor to contact other contractors on the term contract list to negotiate subcontracts for these services before going elsewhere. Exceptions to this strategy will be evaluated on a case-by-case basis.

11.7 Subcontractors, Project Budget and Invoicing. All subcontractors to be used in any project must be approved by the agency initiating the project. Project budgets will be negotiated for each individual project task order. However, all rates, terms, and conditions set forth in this term contract will be applied to individual task orders.

Contractor's billing will include the subcontractors' charges, and payment will be made to the prime contractor.

11.8 On-Site Requirements/Cleanup The contractor should visit all job sites to verify measurements and to become fully aware of the conditions relating to the project and the labor requirements. Failure to do so will not relieve the contractor of their obligation to furnish all materials and labor necessary to carry out the provisions of the contract.

The contractor shall adequately protect the work, adjacent property, and the public in all phases of the work. The contractor shall be responsible for all damages or injury due to their action or neglect.

The contractor shall maintain access to all phases of the project pending inspection by the State or its representative.

All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance.

The contractor shall respond within seven calendar days after notice of observed defects has been given and shall proceed to immediately remedy these defects. Should the contractor fail to respond to the notice or not remedy the defects, the State may have the work corrected at the expense of the contractor.

In terms of cleanup, the contractor shall:

(a) keep the premises free from debris and accumulation of waste;
(b) clean up any oil or fuel spills;
(c) keep machinery clean and free of weeds;
(d) remove all construction smears and stains from finished surfaces;
(e) perform finishing site preparation to limit the spread of noxious weeds before final payment by the State; and
(f) remove all construction equipment, tools and excess materials before final payment by the State.

12. CONSIDERATION/PAYMENT

12.1 Payment Schedule. In consideration for the stream restoration, design and implementation services to be provided, the State shall pay according to the negotiated agreement for each task order. Hourly rates and miscellaneous charges as provided in Appendix C shall be the basis of any negotiations.

12.2 Withholding of Payment. The State may withhold payments to the contractor if the contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

13. COST/PRICE ADJUSTMENTS

13.1 Cost Increase by Mutual Agreement. After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement. The State retains the unilateral right to reject any cost increase not supported by verifiable evidence.

13.2 Differing Site Conditions. If, during the term of this contract, circumstances or conditions are materially different than set out in the specifications, the contractor may be entitled to an equitable adjustment in the total project price. The contractor shall immediately cease work and notify the State in writing of any such conditions necessitating an adjustment as soon as they are suspected and prior to the changed conditions affecting the performance of this contract. Any adjustment shall be agreed upon in writing by both parties to the contract.

14. ACCESS AND RETENTION OF RECORDS

14.1 Access to Records. The contractor agrees to provide the State, legislative auditor, or their authorized agents' access to any records necessary to determine contract compliance. (18-1-118,MCA)

14.2 Retention Period. The contractor agrees to create and retain records supporting the Environmental Permit Preparation, Analysis and Assistance Services term contract for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

15. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the State. (18-4-141, MCA) The contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

16. HOLD HARMLESS/INDEMNIFICATION

The contractor agrees to protect, defend, and save the State, and its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

17. REQUIRED INSURANCE

17.1 General Requirements. The contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

17.2 Primary Insurance. The contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute with it.

17.3 Specific Requirements for Commercial General Liability. The contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property

damage of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

17.4 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insured's for liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contractor; products and completed operations; premises owned, leased, occupied, or used.

17.5 Specific Requirements for Automobile Liability. The contractor shall purchase and maintain coverage with split limits of $500,000 per person (personal injury), $1,000,000 per accident occurrence (personal injury), and $100,000 per accident occurrence (property damage), OR combined single limits of $1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.

17.6 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insured's for automobiles leased, hired, or borrowed by the Contractor.

17.7 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the State agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the contractor, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

17.8 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverage has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. The contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

18. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 2005 Montana Laws, chapter 448, section 1, and sections 39-71-401, and 39-71-405, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

19. COMPLIANCE WITH MONTANA PREVAILING WAGE REQUIREMENTS

Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of $25,000, contain a provision stating for each

job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Furthermore, section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

For current prevailing wage information visit the state website at:
http://erd.dli.mt.gov/laborstandard/wagehrprevail.asp

20. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications, and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

21. INTELLECTUAL PROPERTY

All patent and other legal rights in or to inventions created in whole or in part under this contract must be available to the State for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this contract.

22. OWNERSHIP AND PUBLICATION OF MATERIALS

The State (and the ordering agency) shall own working papers and end products, but the contractor may keep a copy. The State and the contractor agree that any interpretation of data or conclusions pertaining to this contract and task orders will be submitted for review to the State prior to release. It is further agreed that all public releases pertaining to this contract will be at the discretion of the State. The State must authorize the contractor in writing to release any information. Unless stated otherwise in this contract, upon termination of this contract, all information and data will become the property of the State. A copy may be kept by the contractor.

23. PATENT AND COPYRIGHT PROTECTION

23.1 Third Party Claim. In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify contractor. Contractor shall defend such claim, in the State's name or its own name, as appropriate, but at contractor's expense. Contractor will indemnify the State against all costs, damages, and attorney's fees that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

23.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then contractor may, at its option, procure for the State the right

to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine if the Contract has been breached.

24. CONTRACT TERMINATION

24.1 Termination for Cause. The State may, by written notice to the contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

24.2 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract, if available funding is reduced for any reason. (18-4-313(3), MCA)

25. STATE PERSONNEL

25.1 State Contract Manager. The State Contract Manager identified below is the State's single point of contact and will perform all contract management pursuant to section 2-17-512, MCA, on behalf of the state. Written notices, requests, complaints or any other issues regarding the contract should be directed to the State Contract Manager.

The State Contract Manager for this contract is:

Robert Oliver, Contracts Officer
Room 165 Mitchell Building
125 North Roberts
PO Box 200135
Helena MT 59620-0135
Telephone #: (406) 444-0110
Fax #: (406) 444-2529
E-mail: roliver@mt.gov

25.2 State Project Manager. Each using state agency or cooperative purchaser will identify a Project Manager in the project task order. The Project Manager will manage the day-to-day project activities on behalf of the State/Cooperative Purchaser.

26. CONTRACTOR PERSONNEL

26.1 Change of Staffing. Since qualifications of personnel were key in determining which offeror's were selected to be on this term contract, a written notification to the State Agency requesting services of any contractor changes of key personnel must be made prior to entering into negotiations to perform any specific work scope. Contractor shall replace such employee(s) at its own expense with an employee of substantially equal abilities and qualifications without additional cost to the Agency. If these staffing changes cause the contractor to no longer meet the qualifications stated herein, that firm will be removed from the service area of this term contract. Failure to notify the State Agency of staffing changes could result in the contractor being removed from the term contract listing and possible suspension from bidding on other State projects.

26.2 Contractor Contract Manager. The Contractor Contract Manager identified below will be the single point of contact to the State Contract Manager and will assume responsibility for the coordination of all contract issues under this contract. The Contractor Contract Manager will meet with the State Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The Contractor Contract Manager for this contract is:

Dale Miller
PO Box 1723
Bozeman, MT 59771
Telephone #: (406) 522-0072

Fax #: (406) 522-0072
E-mail: dmiller@mainstreamrestoration.com

26.3 Contractor Project Manager. The Contractor Project Manager identified below will manage the day-to-day project activities on behalf of the Contractor:

The Contractor Project Manager for this contract is:

Dale Miller
PO Box 1723
Bozeman, MT 59771
Telephone #: (406) 522-0072
Fax #: (406) 522-0072
E-mail: dmiller@mainstreamrestoration.com

27. CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractor will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response, and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

28. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

29. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal, or subsequent task order must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (18-1-401, MCA)

30. SCOPE, AMENDMENT AND INTERPRETATION

30.1 Contract. This contract consists of 12 numbered pages, any Attachments as required, RFP # SPB07-1378O**,** as amended, and the Contractor's RFP response, as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor, the order of precedence of document interpretation is in the same order.

30.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration, or modification requires a written amendment signed by both parties.

31. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT BUREAU
PO BOX 200135
HELENA, MT 59620-0135

BY: _____
(Name/Title)

BY: _____
(Signature)

DATE: _____

MAINSTREAM RESTORATION, INC
P.O. BOX 1723
BOZEMAN, MT 59711

BY: _____
(Name/Title)

BY: _____
(Signature)

DATE: _____

Approved as to Legal Content:

_____
Legal Counsel (Date)
Agency: _____

Approved as to Form:

_____
Procurement Officer (Date)
State Procurement Bureau

Proposal to Provide Stream Restoration Services

June 19, 2007

Submitted to:

State Procurement Bureau
General Services Division
Department of Administration
Room 165, Mitchell Building
125 North Roberts Street
Helena, MT 59620-0135

Prepared by:

Mainstream Restoration, Inc.
P.O. Box 1723
Bozeman, MT 59771
406-522-0072

In Collaboration with:

Applied Geomorphology, Inc.

HOITSMA ECOLOGICAL INC.

GILLILAN ASSOCIATES, INC.
Water and Land Conservation and Restoration

ALLIED ENGINEERING SERVICES, INC.
Diverse Projects • Solutions that Last

DTM CONSULTING

OXBOW, inc.
WATER RESOURCES CONSULTI N G

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Section 5: Cost Proposal 5-1

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

Mainstream Restoration, Inc. understands and will comply.

SECTION 2: RFP STANDARD INFORMATION

Mainstream Restoration, Inc. understands and complies.

SECTION 3: SCOPE OF PROJECT

Mainstream Restoration, Inc. understands and will comply.

SECTION 4: QUALIFICATIONS

INTRODUCTION

Mainstream Restoration, Inc. has collaborated with several small specialty firms to provide a diverse team of well-qualified professionals to provide stream restoration services to the State of Montana. These firms include:

- Applied Geomorphology, Inc.;
- Hoitsma Ecological, Inc.;
- Gillilan Associates, Inc.;
- Allied Engineering Services, Inc.,
- DTM Consulting, Inc. and
- Oxbow, Inc.

Individually, the principals of these firms each have impressive credentials in their respective disciplines. Collectively as a team, we form a group of respected scientists and engineers who have worked together over many years to complete stream restoration and river-related work. Mainstream Restoration has worked with members of these firms over the last two decades on stream restoration projects in Montana and across the country. This section presents the qualifications of the members of out Project Team.

REFERENCES

Table 1 provides several references for stream restoration design and implementation, stream reclamation, renaturalization and fish habitat enhancement projects undertaken by members of the Project Team within the last five years. Since members of the Project Team have worked in most other Western States, we can provide numerous additional references, if needed.

COMPANY PROFILES AND EXPERIENCE

Company Descriptions

Mainstream Restoration, Inc.

Mainstream Restoration, Inc. is a Bozeman firm whose focus is stream and river restoration. We work to restore degraded streams, improve impacted aquatic habitat, stabilize channels and floodplains, reestablish riparian corridors, increase recreational opportunities and enhance aesthetic values. We provide services associated with all phases of project development: assessment, scoping, alternatives development and evaluation, conceptual planning, design, development of plans and specifications, construction oversight, and monitoring plan preparation and implementation. Our work takes on many forms, including:

- Geomorphic Assessment on a Reach and Watershed Levels
- Watershed Restoration
- Bioengineered River Bank Stabilization
- Channel Relocation and Stream Restoration
- Urban Channel Renaturalization
- Fish Passage Improvement and Fish Barrier Creation
- Flow Modification Assessment and Planning
- Design, Plans and Specifications, and Construction Oversight

Table 1. Project team references for stream restoration design and implementation, stream reclamation, renaturalization and fish habitat enhancement projects. Since members of the Project Team have worked in most other Western States, we can provide numerous additional references.

Contact Person	Organization	Title	Address	Phone	e-mail	Role	Project Name(s)	Location(s)	Services Provided	Dates of Service	Team Members
Glenn Phillips	Montana Fish, Wildlife and Parks	Habitat Protection Bureau Chief	1420 Sixth Avenue, Helena, MT 59620	406-444-5334	gphillips@mt.gov	Authorized Work	310 Permit Technical Reviews, Mitchell Slough Technical Assistance, Dutchman Creek Fish Barrier Feasibility Study, German Gulch Fish Barrier Design	15 Counties in Montana	Permit Review Assistance, Expert Testimony, Fish Barrier Design	2002 to Present	Dale Miller: project manager; Paul Sanford: hydraulic modeling
D. James Suit, P.E.	Natural Resources and Conservation Service	State Conservation Engineer	Federal Bldg, 10 E. Babcock, Bozeman, MT 59715	406-587-6828	jim.suit@mt.nrcs.usda.gov	Approved Final Product	Cave Gulch Watershed Improvement Project	Canyon Ferry, MT	Watershed and Channel Geomorphic Assessment, Channel Design, Plan Set Preparation, Presentations	2002-2003	Dale Miller: geomorphic assessment, channel design; Paul Sanford: hydraulic modeling; Lois Gronseth: CADD
Beth Ihle	US. Forest Service, Helena National Forest	Forest Geologist	Townsend Ranger District, Townsend, MT 59644	406-266-3425	bihle@fs.fed.us	Project Participant	Whites Gulch Restoration, Beaver Creek Restoration, Thompson Creek Restoration	Big Belt Mountains, MT	Geomorphic Assessment, Preliminary Design, Design, Construction Oversight	1993 2002-2006	Dale Miller: geomorphic assessment, preliminary and final design, construction oversight
Jim Robinson	Montana DNRC	Water Resources Division Planner	1424 Ninth Ave PO Box 201601 Helena, MT 59620	406-444-4247	jrobinson@mt.gov	Committee Member	Yellowstone River Cumulative Effects Study	13 Counties in MT and ND	Geomorphic Assessment, Inundation Model, Channel Migration Zone Mapping	2003-Present	Tony Thatcher: project manager; Karin Boyd, geomorphologist
Bruce Rehwinkle	Trout Unlimited	Jefferson River Coordinator	101 Manor Drive, Townsend, MT 59644	406-266-4350	brehwinkel@tu.org	Landowner Coordinator and Project Manager	Hamilton Spring Creek Enhancement	Twin Bridges, MT	Site Assessment and Feasibility Design	2002-2004	Dale Miller: project management; Tony Thatcher: GIS
Chris Allen	Stillwater Ranches	Partner	1199 Burlingame, CA 94010	925-596-0515	callen@stillwaterdevelopment.com	Project Manager	Stevens Slough Restoration	Glen, MT	Stream Restoration Design, Permitting and Construction Oversight	2005	Scott Gillilan: project management
Alan Box	Wind River Land & Cattle	Former Owner	Withheld on Request	970-358-1960	alanbox@sbcglobal.net	Project Manager	Wind River Restoration	Crowheart, WY	Design, Permitting, Construction, and Revegetation	2001-2006	Todd Hoitsma: : project management
Mike Rowe	Black Bull Run, L.P.	Principal	41-865 Boardwalk, Suite 209, Palm Desert, CA 92211	760-776-5689	mikerowe@dc.rr.com	Owner	Black Bull Run	Bozeman, MT	Design, Permit Acquisition, Construction Oversight	2004 to Present	Paul Sanford: flood modeling; Kyle Thompson: surveying; Lois Gronseth: CADD; Dale Miller: channel restoration design and construction oversight
Dwight Minton	Elkhorn Ranch	Landowner	120 W. Cleveland St, Bozeman, MT 59715	406-585-8037 Bozeman 406-995-2632 Elkhorn	mintodw@compuserve.com	Landowner	Snowflake Spring Creek	Gallatin Gateway, MT	Feasibility, Design, Environmental Study	2002-2004	Dale Miller: project management; Paul Sanford: hydraulic modeling

- Technical Assistance in an Advisory Capacity
- Technical Writing and Manual Development
- Expert Witness Services
- Short Course Training

While Mainstream Restoration is a relatively new firm, incorporated in 2002, it is founded on almost 25 years of stream restoration experience of its principal. Dale Miller has managed or contributed technical expertise to hundreds of restoration projects in over two-dozen states around the country. He has managed fast track, multiple-firm project teams on large-scale projects, as well as small, low budget efforts where efficiency was critical. Mainstream Restoration benefits from his technical skills, which include identifying project opportunities during the alternative development phase, appropriately incorporating disciplines into design, and ensuring the level of design detail is appropriate in order to make a project successful. His project management skills include the ability to communicate well with individuals with differing technical expertise, solid written and oral presentation capabilities, excellent organizational capacities, and the ability to see both the "big picture" and the focused details of a project.

Mainstream Restoration has completed or is currently working on projects in Montana, Washington, Oregon, California, Idaho, Nevada, Texas, Wisconsin, Ohio and Michigan.

Applied Geomorphology, Inc.

Applied Geomorphology, Inc. (AGI) is a woman-owned business based in Bozeman that specializes in geomorphic assessment and development of process-based strategies for stream and watershed restoration. AGI performs geomorphic assessments in support of restoration strategy development, design criteria formulation, and project implementation. Karin Boyd, P.G. is the company principal and a registered professional geologist (Wyoming No. PG-594), with 20 years of experience in applied fluvial geomorphology. For 6 years she worked directly under Dr. Stan Schumm as a senior project geomorphologist in Fort Collins, Colorado. Subsequent to that she worked for Inter-Fluve, Inc. in Bozeman. AGI frequently works with interdisciplinary project teams in assessing the evolution of impacted stream systems, developing feasible strategies for optimizing physical and biological aspects of stream condition, and working with stakeholders to identify optimal approaches to restoration implementation. AGI began in 2000 and was incorporated in 2002.

Hoitsma Ecological, Inc.

Hoitsma Ecological, Inc. is a Bozeman based business founded in 2002 and specializing in riparian revegetation and aquatic system assessment and restoration. As the owner and only full time employee, Todd Hoitsma works both independently on some projects and collaboratively with firms on other projects, hiring laborers or subcontractors on an as-needed basis. With over 15 years experience in stream/wetland management and restoration, Todd works in all project phases including up-front feasibility and assessment components, project design and cost estimation, as well as implementation, construction oversight and riparian monitoring. Hoitsma Ecological welcomes challenging technical or projects requiring creative solutions and a solid understanding of ecological processes.

As a riparian revegetation specialist, Todd has designed and built vegetation-based bank treatments in challenging sites across the western states. He has

observed that riparian revegetation efforts are too often fundamentally based on upland landscaping or reforestation techniques that fail to account for fluvial processes such as natural plant colonization, sediment deposition, or widely fluctuating water tables. In contrast, Todd favors a more adaptive revegetation approach that responds well to unpredictable post-construction flows and sediment load. His revegetation plans consider natural colonization patterns, emphasize locally harvested materials, and recommend plantings phased over several years. In addition, Todd utilizes a wide variety of planting methods, plant material sizes/types/sources including high densities of deeply rooted cuttings and, when possible, transplanted or salvaged plant materials.

Todd's collaboration with hydraulic engineers and geomorphologists, combined with his knowledge in bank failure mechanisms, riparian plant species ecology, plant propagation, and coir erosion control fabrics, has given him a solid foundation for biotechnical bank treatment assessment, design, and construction. He also develops monitoring plans with realistic river-based success criteria, and an emphasis on sampling methods that gather useful indicators of project success or failure.

Gillilan Associates, Inc.

Gillilan Associates, Inc. (GAI) was formed in 1999 to provide personalized and high value expertise in stream and wetland restoration, land conservation, reclamation, and related services for the private, public and non-profit sectors. Recent clients have included The Nature Conservancy, US Fish and Wildlife Service, World Wildlife Fund, Ducks Unlimited, Association of Montana Floodplain Managers, Beartooth Capital Partners, Stillwater Development, Gallatin County Planning Department and numerous private landowner clients. This work has covered a wide range of project types, from channel restoration in ephemeral channel systems in Eastern Montana, aquatic resource assessment and restoration planning on Silver Creek, a 120 cfs spring creek located in Idaho. Gillilan Associates is also known for providing extensive pro bono restoration services for non-profits and land resource evaluation for private land conservation efforts.

GAI teams with other high expertise, low-overhead professionals on a regular basis to deliver unparalleled and specific expertise as needed—we do not staff design and construction projects with junior level professionals and provide services at highly competitive rates. We also regularly assist clients to obtain project funding from state and Federal agencies.

GAI has focused on spring creek restoration for several years due to their unique ecological characteristics and high recreational value as sport fisheries. In the process, GAI has developed a number of specialty construction techniques that address typical spring creek degradation issues such as an overabundance of fine sediments, over-wide channel cross-sections and the need to reconstruct stable yet naturally deformable banks. GAI is currently working on spring creek projects in Idaho, Wyoming and Montana.

Allied Engineering Services, Inc.

Allied Engineering Services, Inc. (AESI) is a 11-year old employee-owned full service civil engineering, geotechnical engineering, and surveying company founded in 1996 by principals of three small specialty-engineering companies who merged their wealth of experience and expertise to provide a wider array of engineering services to our clients. Located in Bozeman, we are a 33-person

firm, including nine licensed Professional Engineers and three licensed Land Surveyors. AESI has completed numerous successful water resource projects for both private and public entities, including flood control projects, floodplain studies and mapping, fish passage design, stream restoration, bridge hydraulic design, and flood conveyance corridor design.

DTM Consulting, Inc.

DTM Consulting, Inc. (DTM) is a Bozeman-based firm specializing integrating technology and advanced data analysis techniques with natural resource management. DTM was formed in 1997 to apply Geographic Information Systems (GIS), remote sensing, precision GPS data collection, hydrologic modeling, and digital data management techniques to environmental, natural resource, and urban planning investigations. DTM personnel have backgrounds in geomorphology, soils, hydrogeology, vegetation, and urban planning; experience in the natural resources management, environmental consulting, mining, and oil and gas industries; combined with strong GIS, GPS mapping, remote sensing, database development, and programming skills. DTM has worked with over 300 clients and completed numerous data compilations, natural resource inventories and investigations, database design and implementations, natural resource investigations, remote sensing projects, urban build-out studies, land management plans, spatial analyses, and custom GIS applications for industry, private, Federal, state, and local government clients. DTM also provides data collection, analysis, management, and presentation support for numerous small consulting firms that lack these capabilities. In addition, DTM specializes in developing innovative database and GIS-based management tools that assist in the collection, analysis, and presentation of natural resource and planning data. These tools consistently save time and reduce client costs. DTM is a business partner and authorized consultant for ESRI, Inc, the leading producer of GIS software, and provides sales and support for ESRI products

Oxbow, Inc.

Oxbow, Inc. is a woman-owned business focused on stream restoration and water resources consulting services. Oxbow works with land owners in developing restoration strategies for impaired stream systems based on physical and biological assessments, research into historic practices and condition, water rights investigations and maximizing ecological potential. Martha Kauffman, company principal, has worked extensively on prairie streams collecting information on the hydrology, riparian condition, fisheries, channel geomorphology, and historical water management of streams on little-studied intermittent streams in northeastern Montana. She has also worked on numerous spring creek restoration projects in Montana, Idaho and Wyoming in collaboration with Gillilan Associates, Hoitsma Ecological and Applied Geomorphology Inc.

Project Team Members

This section provides brief bios of the Project Team members. Table 2 shows a list of these team members and a summary of their experience. Complete resumes for each individual are compiled in *Appendix 1 Team Resumes*.

Table 2. List of Project Team members and the duration of their experience.

Team Member	Expertise	Years of Professional Experience	Years Experience on Projects Similar to this RFP
Dale Miller, CPESC	Stream Restoration Design and Implementation	28	25
Karin Boyd, PG	Fluvial Geomorphic Analysis and Restoration Design	19	19
Todd Hoitsma	Revegetation Design and Implementation	15	10
Scott Gillilan	Stream Restoration Design and Implementation	23	18
Paul Sanford, PE	Hydrology and Hydraulic Modeling	10	10
Tony Thatcher	GIS and Database Development and Analysis	14	14
Martha Kauffman	Stream Restoration Design and Implementation	7	7
Lois Gronseth	CAD and Graphic Design	14	8
Kyle Thompson	Surveying	25	25

Dale Miller, CPESC, Principal/Hydrologist (Mainstream Restoration)

Dale Miller, a Certified Professional in Erosion and Sediment Control, has over 25 years of applied experience in stream restoration. He has managed hundreds of stream channel restoration, fish habitat improvement, and bioengineered riverbank stabilization projects nationally. He has renaturalized stream channels requiring creative channel design approaches that integrate flood control, sediment management and riparian habitat with morphological and hydraulic functionality. Dale has undertaken several complicated multi-million dollar restoration projects. He has developed innovative techniques, such as an award-winning bioengineered stream bank stabilization method successfully used on dozens of projects. Dale has taught courses in process-based channel design, and is adept at conveying complex technical concepts to lay audiences. He has raised the bar of quality in a maturing industry by challenging the status quo and pushing the envelope on new approaches. For example, his chapter entitled *Establishing a Standard of Practice for Natural Channel Design Using Design Criteria* was published in the award-winning book Restoration of Puget Sound Rivers.

Karin Boyd, PG, Principal/Fluvial Geomorphologist (Applied Geomorphology)

Karin Boyd, P.G., is a registered professional geologist (Wyoming PG-594), with 19 years experience in applied fluvial geomorphology. As a principal geomorphologist for Applied Geomorphology, Inc., Karin specializes in geomorphic assessment and development of process-based strategies for stream and watershed restoration. Her professional experience stems from numerous projects in which she has performed stream stability evaluations, geomorphic evolution assessments, aquatic habitat evaluations, management alternative feasibility development, channel design, and restoration planning. Karin has

performed geomorphic/habitat assessments on a watershed scale to determine channel response to human impacts, develop sediment TMDLs, and generate restoration strategies and project prioritizations. Her primary professional interests include interdisciplinary assessment of watersheds of the Northern Rockies, development of feasible strategies for long-term resource management, delineation of process-based river management corridors, and public outreach.

Todd Hoitsma, Principal/Plant Ecologist (Hoitsma Ecological)

With over 15 years of professional experience, Todd Hoitsma applies his knowledge in ecological sciences, river restoration and land management to a variety of project types and climates. Over the past 10 years he has been responsible for implementing innovative riparian/wetland revegetation techniques, managing stream restoration projects, and contributing to peer-reviewed "current best science" stream restoration guidelines for the Washington State Department of Fish and Wildlife. Todd is currently working as a liaison between EPA enforcement staff and a large Wyoming ranch to restore damage associated with Section 404 violations. His previous work experience consists of 8 years at Inter-Fluve, Inc., research with the Montana Riparian/Wetland Association and the Oregon Nature Conservancy, and 1-2 years each at Land & Water Consulting and Bitterroot Restoration Inc.

Scott Gillilan, Principal/Hydrologist (Gillilan Associates)

Scott Gillilan has been engaged in the aquatic restoration sciences since 1984 and professionally consulting in the field for 18 years. His comprehensive knowledge of river and stream landscapes reflects exposure to projects across the US and an emphasis on Montana and the Intermountain West. He is the author of numerous papers on natural channel design and restoration, international river restoration standards, and floodplain management. He has experience with every facet of surface hydrology and flood hazard analysis, water rights, salmonid fishery enhancements, wetland design and construction, and land reclamation. A principal focus of the last 7 years of practice has been in spring creek environments. He seeks solutions that integrate optimized land management strategies with principals of fluvial geomorphology, ecologic and social integrity, and quality engineering practice. He has managed millions of dollars of design-build river restoration projects on over 100 miles of channel.

Paul Sanford, PE, Principal/Hydraulic Engineer (Allied Engineering Services)

Paul Sanford is a project manager and senior civil and hydraulic engineer with extensive experience and expertise in hydrologic/hydraulic analysis, modeling, and design; flood studies; and stormwater analysis, modeling, and design. He has extensive experience applying HEC-RAS, HEC-HMS, HEC-2, Hydraflow Storm Sewers, Culvert Master, FlowMaster, and employing ArcView 3.2 with the HEC-GeoRAS extension to create geometry models for floodplain modeling and to create flood inundation maps. Paul has worked on several public flood studies involving over 20 river miles, as well as a publicly funded Flood Hazard Mitigation Project on the Yellowstone River. He has also completed numerous private flood studies with major involvement in all phases of the project including surveying, base map preparation, HEC-RAS Modeling, and floodplain mapping.

Tony Thatcher, Principal/GIS and Database Specialist (DTM Consulting)

Tony Thatcher has a M.S. in Geography with 14 years experience in collecting, analyzing and presenting spatial and non-spatial data using Geographic Information Systems (GIS), Remote Sensing, CAD, GPS, and various other digital techniques. Tony has participated in numerous environmental monitoring and evaluations projects throughout North America where he has designed custom data management applications. Tony's strengths reside in his ability to integrate diverse technologies, data, and software to create innovative solutions to meet client needs. He has extensive experience in developing custom mapping techniques, tools, and user interfaces for data management and presentation in both GIS and database environments. These custom tools result in significant cost savings, improved data management, and data quality for clients.

Martha Kaufman, Principal/Hydrologist (Oxbow)

Martha Kauffman completed her M.S. in 1999 with a thesis centered on the interaction of groundwater and surface water in Montana streams. Since then she has worked principally in the areas of natural channel design and restoration, surface and groundwater hydrology, flood hazard analysis, prairie stream research and restoration and environmental education. Prior to starting Oxbow Inc. in 2005, she worked for Gillilan Associates, where she worked on design, permitting and construction oversight of numerous stream restoration projects in Montana, Wyoming and Idaho. She co-founded the Montana Outdoor Science School in 1994 and has developed curriculum on topics including geology, grasslands, and aquatic ecology. Previous work experience includes managing the Clean Lakes program at US EPA Region X, transactional analyses, and teaching English in Indonesia. She has a B.S. from Stanford University in Earth Sciences.

Lois Gronseth, CAD Technician/Graphic Designer (Allied Engineering Services)

Lois Gronseth provides a wide variety of technical drafting and illustration duties for Allied Engineering Services. Her specialties include photo scanning, design and manipulation of geologic, topographic maps, and aerial photographs for displays and reports, Plat/Boundary and Certificate of Survey drawings, new construction and as-built documentation, standard detail development, and road volume calculations. She has training and experience in Micro-Station and Descartes software packages utilized by Montana Department of Transportation. Lois's skills as a graphic artist are utilized frequently for development of display presentations and graphic materials.

Kyle Thompson, LS, Surveyor, (Allied Engineering Services)

Kyle Thompson is the Co-Survey Department Head and Survey Crew Chief for Allied Engineering Services. With 25 years experience as a land surveyor, he is involved in land use design and construction projects from the initial scope determination to final plan sheet production. He performs extensive coordination with local governmental agencies, including planning, review of exemptions and subdivision review. He conducts surveying involving boundary, topographic and construction surveys, utilizing both GPS and conventional instrumentation. He is responsible for the preparation of Subdivision Plats, Certificates of Surveys and topographic maps. His responsibilities also include post processing GPS field data, down loading data from controllers using TDS software, and uploading data into Land Development System for engineering design work.

Project Descriptions

The following are descriptions of projects recently undertaken by members of the Project Team. Photos are included to show before and after conditions, as appropriate. Collectively, our Project Team has completed hundreds of projects in Montana and across the United States. Table 3 lists some of these projects.

Black Bull Run Stream and Wetland Restoration, Bozeman, MT (Allied Engineering and Mainstream Restoration)

The Black Bull Subdivision and Golf Course Development, currently under construction, includes reclamation and permitting for multiple streams, ditches wetland complexes and irrigation lake development. Historic grazing and feedlot operations along streams typically resulted in wide straight channels, lacking pool habitat and limited bank vegetation. Ferguson Creek restoration, completed in Phase 1 of the project, included wetland delineation, functional assessment, collection of relevant data from impaired stream and a reference reach, and restoring typical riparian functions along the stream. Construction included floodplain construction, restoration of meandering pool riffle complexes based on reference reach data as well as establishment of wetland vegetation along stream banks and adjacent wetlands. Native on-site sod material was salvaged and utilized to provide immediate bank stabilization and fish/wildlife habitat. Much of the success criteria were accomplished very quickly along the stream with noted increase in fish numbers and wildlife nesting and use.

Stone Creek Fish Habitat Enhancement, Dillon, MT (Mainstream Restoration)

The Stone Creek Fish Habitat Enhancement Project involved an 8,500 foot-long reach of the main stem of Stone Creek, which exhibited impacts due to increased sediment supply and lack of channel diversity. The primary objectives were to: improve the aquatic habitat complexity (primarily by providing depth and cover for survival of adult fish during low flows in late summer and throughout winter); increase riparian health; improve channel stability; and increase the distance between the road and the creek where they were immediately adjacent. Mainstream Restoration's design philosophy was based on encouraging or re-creating fluvial and ecological processes in the channel and floodplain. In steeper B-type channels, rocks were placed to provide roughness elements that encouraged pool formation through local scour. In the flatter meadows with E-

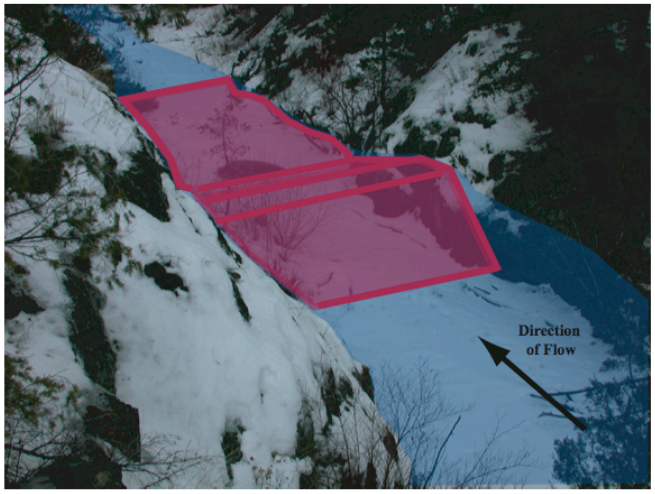
Table 3. A selection of some of the numerous projects undertaken by the Project Team, located in Montana and across the United States.

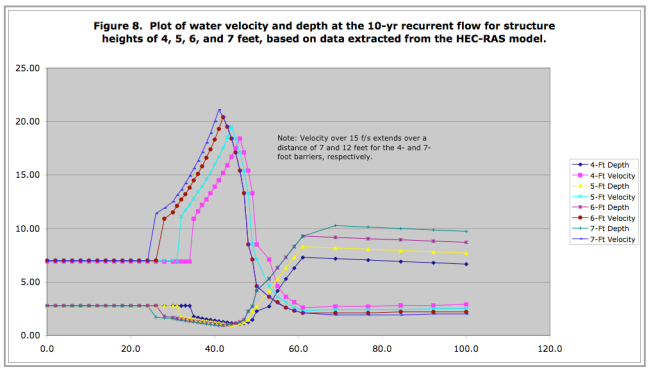
Project Name	Project Location	Project Description	Client Name	Client Contact Info	Dates of Service	Team Members
Integrated Streambank Protection Guidelines	Sate of Washington	Assisted WDF&W with implementing training classes for the Integrated Streambank Protection Guidelines (ISPG). Selected because the firm's principal, while with another firm, lead a multi-disciplinary project team to revise, rewrite, edit and finalize the ISPG.	Washington Department of Fish and Wildlife	Michelle Cramer, P.E., Habitat Program, Environmental Engineering Services, 600 Capitol Way N, Olympia, WA 98501, 360-902-2610	1999-2004	Dale Miller
Pend Oreille River Bank Stabilization Guidelines	Pend Oreille County, WA	Prepared a public-use guidance document for WDF&W for riverbank stabilization along the 54-mile long Box Canyon Reservoir of the Pend Oreille River.	Washington Department of Fish and Wildlife	Jeff Lawlor, 2315 N. Discovery Place, Spokane Valley, WA 99216, 509-892-1001 x321	2006-2007	Dale Miller
Third Creek Fish Passage Improvement	Incline Village, NV	Undertook a site assessment, developed fish passage criteria, created a hydraulic model, designed channel reconstruction at 5 culvert removals, and prepared plans and specifications.	Incline Village General Improvement District	Joe Pomroy, P.E., Senior Engineer, Public Works Engineering Division, 1220 Sweetwater Road, Incline Village, NV 89451, 775-832-1269	2003-2004	Dale Miller, Paul Sanford
Boggy Creek Restoration	Austin, TX	Undertook a geomorphic assessment, identified alternatives for channel and floodplain restoration, and prepared a conceptual design plan. Currently preparing designs for 4,500 feet of channel reconstruction/relocation.	City of Austin, Watershed Protection Department	Michael P. Kelly, P.E., P.O. Box 1088, 512-974-6591	2005-Present	Dale Miller
Dutchman Creek Fish Barrier	Clancy, MT	Evaluated fish barrier site feasibility, surveyed the preferred site, and prepared a conceptual design plan.	Fish, Wildlife and Parks	Lee Nelson, 415 South Front St., Townsend, MT, 59644, 406-495-3866		Dale Miller, Paul Sanford
Whites Gulch Fish Barrier	Canyon Ferry, MT	Evaluated fish barrier site feasibility, surveyed the preferred site, developed a hydraulic model and prepared conceptual designs.	Fish, Wildlife and Parks	Lee Nelson, 415 South Front St., Townsend, MT, 59644, 406-495-3866	2007-Present	Dale Miller, Paul Sanford
Lake Forest Erosion Control Protection Project	Tahoe City, CA	Undertook a geomorphic assessment of Lake Forest and Polaris Creeks, a pair of springs and a major wetland complex. Provided assessment, alternatives development and preliminary stream restoration design. Final design will occur in 2007.	Placer County	Amy Green, PE, Dept of Public Works, Tahoe Design Division, 10825 Pioneer Trail, Suite 105, Truckee, CA 96161, 530-581-6234	2004-Present	Dale Miller
Underwood Creek Rehabilitation	Milwaukee, WI	Contributed to the preliminary design and preparation of permit ready plans and specifications for removal of concrete channel lining in 5,000 feet of channel. Currently preparing final designs.	Milwaukee Metropolitan Sewerage Department	Dave Fowler, Project Manager, 260 W. Seeboth St., Milwaukee, WI 53204, 414-277-6368	2004-Present	Dale Miller, Lois Gronseth
Whitewater River Bank Stabilization	Cincinnati, OH	Undertook a geomorphic assessment and prepared conceptual designs for riverbank stabilization.	Hamilton County Parks District	Todd Palmeter, Planner, 10245 Winton Road, Cincinnati, OH 45231, 513-728-3551 x 282	2004	Dale Miller
Mitchell Slough Expert Witness Services	Hamilton, MT	Undertook a geomorphic evaluation of existing data of about 10 miles of river and slough. Assisted with exhibit preparation. Provided expert services during hearings.	Fish, Wildlife and Parks	Bob Lane, Chief Legal Counsel, 1420 Sixth Avenue, Helena, MT 59620, 406-444-4045	2003-2005	Dale Miller
Teton Creek	Driggs, ID	Undertook a geomorphic assessment of a mile of severely impacted channel as part of a criminal violation of the 404 Act. Prepared an assessment report, provided expert witness services, developed a restoration plan, and provided assistance with the sentencing phase.	U.S. Department of Justice and Environmental Protection Agency	Kelly J. O'Neill, Resident Agent in Charge, Criminal Investigation Division, US Environmental Protection Agency, U.S. Attorney, 800 Park Blvd, Suite 600, Boise, ID 83712, 208-334-1146	2005-2006	Dale Miller
East Fork Carson River Bank Stabilization	Gardnerville, NV	Undertook a streambank stability assessment of 2 miles of river. Assisted with preparation of plans and specs for stabilization of 800 feet of bank and diversion with grade controls and bendway weirs.	Carson Valley Conservation District	Paul Pugsley, USDA Service Center, 1702 County Rd., Mindon, NV 89423, 775-782-3661 x112	2006	Dale Miller, Lois Gronseth
Kinnickinnic River Rehabilitation	Milwaukee, WI	Contributing to the preliminary design and preparation of permit ready plans and specifications for removal of concrete channel lining in 12,000 feet of channel.	Milwaukee Metropolitan Sewerage Department	Dave Fowler, Project Manager, 260 W. Seeboth St., Milwaukee, WI 53204, 414-277-6368	2007-Present	Dale Miller

type channels, large woody material was installed to provide the impetus for pool and cover creation. We acquired all permits, and managed all aspects of construction. Lastly, we undertook monitoring of the channel for one year following construction as required by the regulatory permits for the project.

German Gulch Fish Barrier Design, Anaconda MT (Mainstream Restoration and Allied Engineering)

German Gulch supports a population of genetically pure westslope cutthroat trout, a species of special concern. Because historic mining activities in the Butte area have degraded water quality in Silver Bow Creek, this cutthroat population has been physically isolated from introduced fish species. Mainstream Restoration designed a fish barrier to prevent the migration of rainbow trout from the restored Silver Bow Creek into German Gulch. We used fish swimming and leaping criteria, basin hydrology, and a hydraulic model to evaluate alternative configurations. We designed a stable structure that met fish impedance criteria at different design flows and we prepared plans and specifications.





Stevens Slough Restoration, Glen, MT (Gillilan Associates)

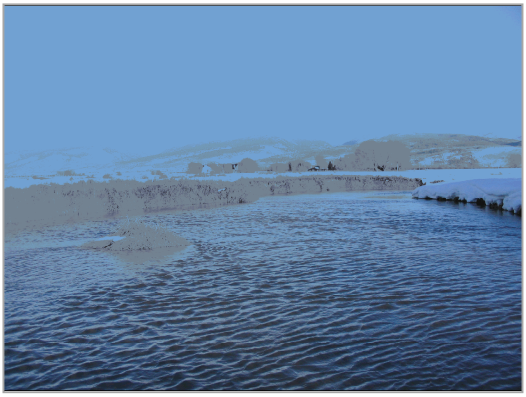
Gillilan Associates was retained by a private landowner to design, permit and construct a channel restoration project on 1,800 feet of a heavily silted slough, formerly a side channel to the Big Hole River. Implementation required novel and creative uses of onsite materials to narrow and re-shape the channel due to 3-4 feet of fine sediments existing in-place.

Cave Gulch Watershed Improvement, Canyon Ferry, MT (Mainstream Restoration and Allied Engineering)

Historic placer mining activities had altered the channel and riparian zone throughout the watershed, resulting in shafts, drains and mounds of overburden susceptible to erosion. Following the Cave Gulch fire of 2000, debris flows and floods occurred in the upper basin. Consequently, residences and businesses located at the lower reach of Cave Gulch suffered damage from uncontrolled floodwaters and sediments. An indistinct ephemeral channel between the buildings was downcut into a series of incised gullies, undermining utilities, foundations and exposing septic drain fields. An emergency response action was implemented by nine federal, state, and local agencies. Mainstream Restoration led the watershed and channel geomorphic assessment, alternative identification, channel design and assisted with preparation of a construction-ready plan set. The work—from site assessment and surveying to design and completion of a construction-ready plan set—occurred on a fast-track schedule and was completed in just two months.

Fox Creek Restoration Project, Driggs, ID (Gillilan Associates)

Gillilan Associates served as project manager/lead designer and construction supervisor a on comprehensive channel and riparian restoration project on 35 cfs spring creek which is the principle Yellowstone cutthroat trout spawning tributary to Teton River. We permitted and implemented the project by narrowing and planting over 6,000 willows, shrubs and trees on 6,500 feet of channel. The project included fund raising and co-operative work with over 5 government and non-profit groups.

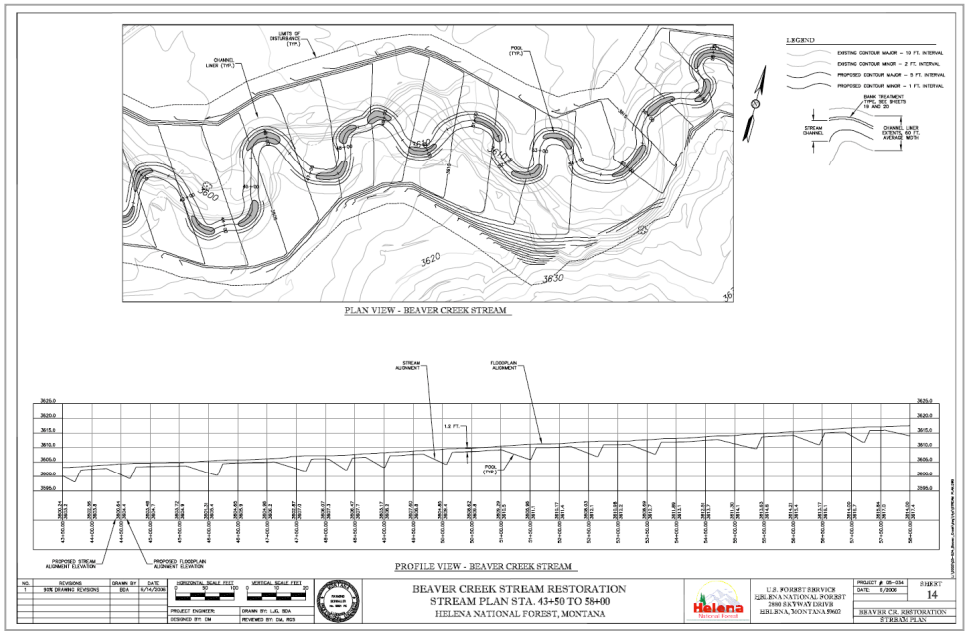


Rio Grande Bank Stabilization, Pueblo Santa Anna, NM (Hoitsma Ecological)

Hoitsma Ecological served as technical consultant for the Pueblo Santa Ana on several Rio Grande restoration projects intended to prevent reach-based incision, restore floodplain function, and improve habitat. We developed and implemented techniques involving the use of dense willow plantings and biotechnical banks. We addressed willow survival issues related to deep water tables, drought and high sediment load. We developed plans for collection, storage, and installation of 50,000 12-15 foot long willow cuttings in variety of creative configurations with and without erosion control fabric. We provided designs, specifications, and construction supervision for over 6,000 lineal feet of biotechnical bankline.

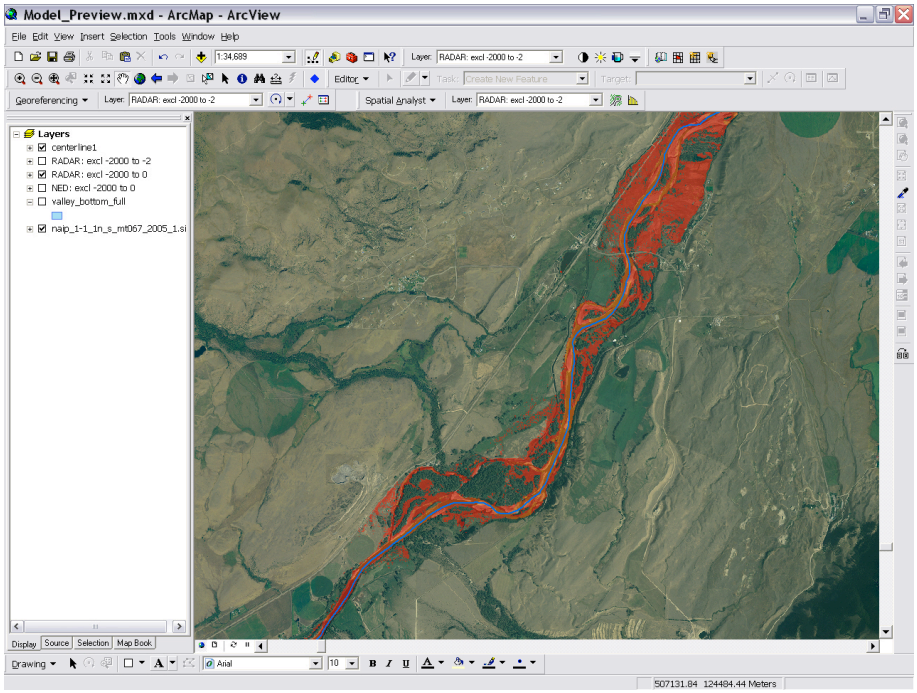
Beaver Creek Restoration Design, York, MT (Mainstream Restoration and Allied Engineering)

As part of a multi-firm team, Mainstream Restoration contributed to the design for restoration of a significant spawning tributary to the Missouri River. Due to chronic incision and loss of riparian vegetation, habitat quality within the channel was considered poor. Furthermore, there was a lack of connectivity between the channel and floodplain. Portions of the lower project reach were ephemeral due to seepage loss. Mainstream Restoration developed restoration alternatives, based largely on regional reference reaches. We prepared a feasibility assessment, detailing the components and costs for four alternatives. The alternatives included lowering the surrounding ground surface (to reconnect the floodplain) and meandering the channel within the enlarged floodplain. Finally, Mainstream Restoration assisted with the preparation of draft final plans and specifications.



Yellowstone River Cumulative Effects Study, Yellowstone River Corridor, Montana and North Dakota (DTM Consulting and Applied Geomorphology)

DTM Consulting partnered with Applied Geomorphology on several project in support of assessing the cumulative human impacts on over 500 miles of the Yellowstone River from Gardiner to the confluence with the Missouri River. This ongoing project includes a variety of activities ranging from GIS data compilation, to analysis and to presentation. Specific fields of study included characterizing existing and historic channel form and identify representative reaches for detailed investigations in succeeding phases of the Yellowstone River cumulative effects investigation. This work forms the basis for assessing the geomorphic, riparian, avian, fisheries and wetland evolution of the river and determines how changes to the river are related to both natural processes and human impacts. The project required the development of an innovative GIS-based inundation model to accurately delineate the functioning river corridor and to identify areas isolated by transportation infrastructure, as well as an ongoing effort to generate Channel Migration Zone maps for the entire corridor.

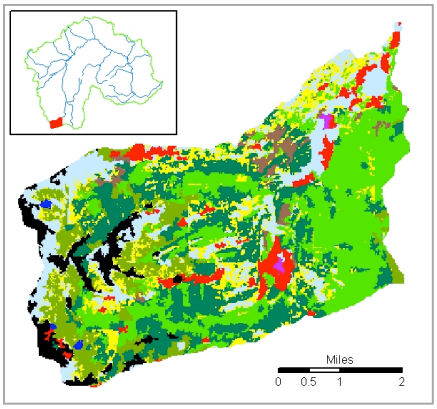


Jackson Creek Channel Relocation, Bozeman, MT (Gillilan Associates)

Gillilan Associates was retained by a landowner who had constructed a dwelling inside of the local zoning districts new building setback limits. In addition to the home being to close to the creek, the channel was highly erosive with vertical 5-6 high outside banks. After consultation with the local planning department and Conservation District on how best to resolve the situation, GAI designed, permitted and constructed 700 feet of new channel in a formerly beaver dam dominated floodplain channel relic.

Vegetation Change and Impacts to the Annual Water Budget, Big Hole River, Montana (DTM Consulting)

The Vegetation Change and Impacts study provided research and analysis on upland vegetation change over time in the upper Big Hole River watershed. The primary goal of the study was to assess the impact of vegetation change, with a focus on conifer encroachment, on the availability of water for instream flow and irrigation. Also included were recommendations for forest management that could improve steam flows. Ultimately, the processes of vegetative succession, fire, insect infestation and disease in the Big Hole River watershed were found to be consistent with processes occurring throughout the Northern Rocky Mountains. This study utilized the SWAT (Soil Water Assessment Tool) to model the impacts to the water budget resulting from the changes in vegetation. SWAT is a daily time step model that creates simulated hydrographs from a set of input data such as vegetation, soils, and climate. DTM Consulting addressed five primary tasks by this study: 1) map historic and current vegetation conditions for selected sub-watersheds in the upper Big Hole River watershed; 2) assess the changes in vegetation between the historic and current periods; 3) Assess the impacts to the water budget resulting from the changes in vegetation; 4) propose causes for the changes in both vegetation and water yield; and 5) make management recommendations to mitigate any impacts.



Jackknife Creek Ranch Restoration, Etna, WY (Gillilan Associates)

Gillilan Associates conducted a property aquatic resource assessment of a heavily impacted ranch in NW Wyoming and provided a plan for fund raising, design, and implementation of aquatic restoration activities. With the resource assessment completed, we successfully solicited approximately $60,000 towards a $95,000 total project that involved reactivating 2,000 feet of an anabranch channel of the Salt River that had been truncated by a levee in the early 1960's and to re-meander a previously straightened 2,500 reach of a freestone creek. Matching funding was gained through NRCS and the State of Wyoming habitat programs.

Wind River Restoration, Crowheart, WY (Hoitsma Ecological)

Hoitsma Ecological managed this project for a large ranch to resolve a Section 404 violation (un-permitted gravel mining/illegal channel activities on 3,000 feet of the Wind River) and comply with EPA enforcement demands. We developed restoration/remediation alternatives, site plans, and bank stabilization details that considered ranch concerns and met EPA requirements. We supervised the construction phase that involved removal of over 5,000 cubic yards of un-permitted berm to restore geomorphic function of the Wind River and installed over 15,000 deep-planted cuttings. We achieved monitoring success criteria and EPA project approval after 3 years of vegetation and bank stability monitoring (2 years ahead of schedule).

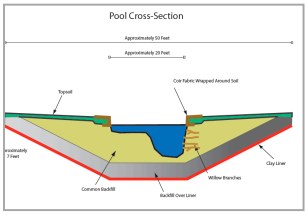
Rosewood Creek Geomorphic Assessment and Restoration, Incline Village, NV (Mainstream Restoration)

Mainstream Restoration undertook the Rosewood Creek Study to characterize the geomorphic and riparian condition of a 1.4-mile reach located midway within the watershed. About half of this reach is unstable due to early-stage channel incision and is a major contributor of sediment to Third Creek and Lake Tahoe. Other stream segments within the study reach have been armored with rock along the bank margins or with grade controls. The geomorphic and riparian assessment included tasks to qualitatively and quantitatively describe the fluvial conditions and the vegetative community structure. Study components included: estimating flood frequencies; surveying the channel profile and floodplain-wide cross-sections; modeling hydraulic conditions; sampling streambed and bank sediment; estimating sediment transport and characterizing the riparian communities using vegetation transects. Potential

future sediment delivery to the lake was estimated by comparing the existing and anticipated post-incision channel geometries where incision was a dominant process. Stream environment zone restoration opportunities and constraints were identified. Potentially applicable channel and floodplain restoration measures were identified and prioritized.

Snowflake Spring Creek, Gallatin Gateway, MT (Mainstream Restoration and Allied Engineering Services)

Mainstream Restoration undertook the planning, alternatives evaluation and conceptual design for the development of a 6,000-foot long spring creek along the West Gallatin River using 12 cfs of spring flow. We undertook a geomorphic assessment and created a hydraulic model of the river to estimate river stability and the effects of flood inundation. We developed conceptual designs that included a design report and preparation of a 30% plan set outlining channel details, geotechnical requirements, and methods to establish aquatic and terrestrial vegetation. We estimated material quantities and construction costs. We also designed and implemented a 1-year study to ascertain the effects that might result to the fisheries of the West Gallatin River from the implementation of this project.



Hamilton Spring Creek, Twin Bridges, MT (Mainstream Restoration)

Hamilton Spring Creek has the potential to be an important Jefferson River brown and rainbow trout spawning tributary. Mainstream Restoration undertook an assessment of 1.5 miles of spring creek and irrigation ditch system, and prepared conceptual designs for fish habitat enhancement on 4,440 feet of the spring creek. The principal restoration activity involved excavating the fine sediments out of the stream channel and replacing them with gravels. Additional efforts included narrowing the stream channel, creating or enhancing pools, stabilizing stream banks, and revegetation of disturbed areas. We prepared a Design Report and conceptual plans which served as a basis for acquiring funding and stakeholder consensus.

Contract Management

Contract Management

Dale Miller with Mainstream Restoration will manage this contract. Mainstream Restoration is a one-person firm. Dale prides himself on being readily accessible to clients and colleagues. In addition to office phone and e-mail, he is set up to receive 24/7 voice, e-mail and internet communication when not in his office via his laptop computer and Palm Treo 650®. All contractual correspondence and invoicing will originate from the offices of Mainstream Restoration.

We will assign project managers to individual projects generated through the Qualified Vendor List based on best fit with the technical requirements of the project, the client's needs and personnel availability. Every key member of the Project Team is a principal of their firm, and can readily manage stream restoration projects through this contract. In fact, due to our Project Team structure, we are able to manage multiple projects at one time with multiple, qualified project managers.

Facilities

The offices of *Mainstream Restoration* are located in an historic building on Main Street in Bozeman. The offices of *Applied Geomorphology*, *Hoitsma Ecological* and *DTM Consulting* are located in the same building at 211 North Grand, two blocks off Main Street. The offices of *Oxbow* and *Gillilan Associates* and Oxbow are located two and three blocks off Main Street, respectively. The offices of *Allied Engineering Services* are not downtown, but are located within a few minutes of the other Project Team Members. The point is that most of us are located within walking distance, some as far as just down the hall. Our proximity means that face-to-face communication between team members is almost a fluid as if we were all located in the same office.

All the firms that comprise the Project Team utilize a high-speed internet connection. Allied Engineering Services and DTM Consulting maintain an .ftp site that can be used to archive and distribute electronic materials and to facilitate the exchange of information between Project Team members and out clients.

Allied Engineering Services is located in a 10,000 square-foot modern office on the south side of Bozeman. Our building contains offices and workspace for up to 50 employees as well as a lab for soils testing. We are equipped with up-to-date computers and production equipment including color laser printers and a color laser plotter/scanner for full-size plan sheets. Our survey department is capable of fielding three GPS crews and two conventional survey crews. We have state of the art software for water resources design and analysis including HEC-RAS, HEC-GeoRAS, HEC-HMS, HEC-GeoHMS, ArcView 9.2, AutoCAD Civil 3D, Culvert Master, FlowMaster, as well as a number of custom spreadsheet programs.

DTM Consulting routinely produces report, presentation, and field maps and graphics for its in-house projects, as well as teaming with various other firms to expand their capabilities in GIS development, analysis, and presentation. We maintain 5 GIS workstations capable of GIS analysis and graphics production. These systems are networked to multiple servers that store detailed project information and base data for much of the western US. Output devices include an HP1055CM E-sized color plotter and an HP5500 color laser printer capable of two-sided printing up to 11x17 inches. DTM maintains licenses of ESRI ArcGIS 9.2 GIS software, along with most of the ESRI extensions. We utilize AutoCAD for CAD services. Additionally, we routinely use Adobe Photoshop, Illustrator, Page Maker, Acrobat, Corel Draw, and Front Page for various project needs.

DTM often relies on field-collected information as input for GIS analysis and maps. To help facilitate this requirement, DTM owns a Trimble Pathfinder Pro XRS sub-meter GPS receiver with an Omnistar real-time differential GPS subscription. This is used in conjunction with Trimble Pathfinder Office, Terrasync, and ArcPad (ESRI) software. Additionally, we have two laptop computers and one Compaq handheld computer available for field mapping efforts.

Relationship with Fish, Wildlife and Parks

Dale Miller, with Mainstream Restoration, has a long working relationship with agencies in the State of Montana. Over the last 15 years, he has provided Fish, Wildlife and Parks and the Conservation Districts (through the Montana Department of Natural Resources and Conservation) assistance with technical and 310 Permit-related issues. In the last 5 years, he has worked with Area

Biologists and Conservation District in over 18 Counties. Over this time, he has established a reputation for credible, quality work provided in a timely manner.

Most members of the Project Team have worked extensively and have developed working relationships with Conservation Districts in Montana, the Montana Department of Environmental Quality, the Natural Resource Damage Program, the U.S. Army Corps of Engineers, U.S. Forest Service, U.S. Environmental Protection Agency, local floodplain administrators, the Federal Emergency Management Agency, and the U.S. Department of Justice. We bring to this contract our reputation for quality work founded in good science, our high level of credibility, and our established working relationships. With this experience we bring the leverage to design, implement and permit restoration and enhancement projects efficiently and effectively.

SUBCONTRACTORS

Equipment Operators

We have identified three heavy equipment contractors with whom we have worked over the years. All have excellent reputations for their extensive work undertaking stream and wetland restoration in Montana. The equipment rates for these contractors are listed in *Appendix 2 Contractor Equipment and Rates*.

R.E. Miller and Sons, Dillon, MT

R.E. Miller is a full-service excavating firm located in Dillon, Montana, serving western Montana for over 38 years. Early on, the company employed a qualified staff of dozer and dragline operators, completing numerous irrigation and water storage projects around the Dillon area. As the company grew, it expanded into road construction and site development and currently employs approximately 30 full time employees. The company continues to provide traditional excavating and construction services to both the private and public sector, with natural resource enhancement accounting for approximately sixty percent of their annual contracts. Resource enhancement work has included river restoration, fish habitat improvement, stream bank stabilization, pond construction, and wetland construction. The remainder of their workload is in irrigation, road construction, and site development.

Experienced Staff: Working in and around water requires a high degree of ingenuity, adaptability, and experience. R.E. Miller and Sons has an outstanding reputation for providing quality construction and excavating services, and their strength lies in the skill and experience of their qualified staff, who are adaptable and flexible to the needs of their clients. The management staff continues to develop their knowledge of fluvial systems through professional symposia (Applied Fluvial Geomorphology/Wildland Hydrology Consultants and Living With Fluvial Systems/Dr. Donald R. Reichmuth) and independent research, and their operators have completed diverse projects related to fluvial systems and reclamation.

Project Experience: The company has completed the construction of over fifty ponds, several miles of stabilization on the Madison, Beaverhead, Ruby, Jefferson, Big Hole, Red Rock, and Gallatin Rivers, and trout habitat structures and improvements throughout southwestern Montana. They have also completed natural resource enhancement projects in Western Montana, Northern Idaho, and New Mexico. The company has completed projects with Inter-Fluve, Inc., Joe Urbani and Associates, Kingfisher Inc., PBS&J, and Donald R. Reichmuth.

Capabilities: R.E. Miller has worked with a variety of stream forms and designed channels, and have constructed spawning channels, bridges, fish traps, fish screens, and waterfowl habitat structures. They own two track trucks which allow them to complete river, pond, and wetland work with less impact to vegetation. The company also specializes in seeding and landscaping equipment, and numerous hand tools specifically designed for the intricacies of riparian construction. They have developed innovative techniques and specialized equipment for the installation and maintenance of erosion control fabric. In addition, they have installed a variety of pond liners and geotextiles. The diverse nature of their construction services has enabled them to develop skills not commonly found in the industry. Their operators combine experience with innovation when completing enhancement work.

StreamWorks, Inc., Lincoln, MT

Richard Thumma and Becky Garland, owners of Stream Works, Inc., are based in Lincoln, Montana. Their construction company has more than 25 years experience in stream restoration, fish habitat improvement, wetlands enhancement, road construction, reclamation, bridge building and irrigation systems. Richard is an experienced excavator operator and has become a leader in the specialized field of stream restoration. Stream Works provides a cost-effective product by using locally available natural materials and incorporating landowner's management objectives. Our clientele includes private individuals, nonprofit conservation organizations, and local, state and federal agencies.

Stream Restoration. Stream Works, has restored many miles of streams and rivers throughout the northwest. Since 1988, we have completed more than 100 stream restoration, riparian and fish habitat improvement projects, including full stream restoration, alternative stream bank stabilization, fish ladders, and vortex rock weirs. We understand the importance of the information gathered on hydrology, channel geometry, channel bed form, and surrounding land uses. Correct application of the competent project design will result in a successful restoration project. In addition to our in-depth experience, the owners of Stream Works have completed Dave Rosgen's Applied Fluvial Geomorphology Seminar, in Pagosa Springs, CO and completed dozens of projects.

Fish and Aquatic Enhancement. Following strict attention to design detail allows Stream Works to implement effective fish and aquatic habitat improvements that take into consideration the complex nature of aquatic conditions. The proper placement of pool and riffle sequences coupled with riparian vegetation, woody debris and overhead cover enhances spawning and rearing habitat. A precisely constructed stream will exhibit a balanced range of hydraulic, geomorphic and biological parameters resulting in habitat diversity and stream stability.

Wetland Enhancement. Building dikes and dams for wetlands, wetland enhancements and ponds has been a part of our jobs over the last 20 yrs. From a drained wetland, to an old oxbow in the landscape we know what to look for and have designed and constructed many wetland projects.

Structural Practices. Stream Works has a varied background in bridge design and construction, installation of culverts, irrigation structures and off stream water facilities, as well as roads.

Reclamation. Stream Works' owner Richard Thumma has been involved as an operator and also as project foreman on several abandoned mine reclamation and exploration phase reclamation projects.

References:

Paul S. Roos
3019 Old Pond Road
Missoula, MT 59639
406-549-6130

Paul Callahan
PBS&J Land and Water
Cedar St.
Missoula, MT 59801
406-721-0354

Hank Goetz
Blackfoot Challenge
PO Box 103
Ovando, MT 59854
406-793-3900

Sue McNeal
Partners for Fish and Wildlife Program
USF&W Service
Helena, MT 59401
406-449-5225 ext 209

Projects Completed:

Bobtail Creek, Libby, MT. Lincoln County CD. Fish habitat improvement, bank stabilization, channel reconstruction, bridge construction, culvert replacement and installation.

Harvey Creek, Bearmouth, MT. Fish Wildlife and Parks. Bank stabilization, fish habitat improvement, installation of rock weirs, channel reconstruction, install irrigation headgate.

Marias River Golf Course Bank Stabilization, Shelby, MT. Bank stabilization including the installation of rock vanes, sloping. erosion control cloth and seeding,

Nevada Spring Creek Partners, Helmville, MT. Fish habitat improvement, channel reconstruction and construction, wetland enhancement and construction, bridge and culvert construction and installation.

Hairpin Ranch, Jackson, MT. Constructed wetland ponds, stream restoration, fish habitat improvement, landscaping, road improvement and construction, bridge construction and installation.

Nevada Spring Creek Partners, Helmville, MT. Fish habitat improvement, channel reconstruction and construction, wetland enhancement and construction, bridge and culvert construction and installation.

Stimson Lumber Co., Bonner, MT. Bridge installation and road improvement.

Yellowstone Mountain Club, Big Sky, MT. Wetland enhancement.

Bobtail Creek, Libby, MT. U.S. Forest Service. Fish habitat improvement, stream restoration and bank stabilization.

Hairpin Ranch, Jackson, MT. Constructed wetland ponds, stream restoration, fish habitat improvement.

Kleinschmidt Creek, Ovando, MT Montana Department of Transportation, Fish, Wildlife and Parks, U.S. Fish & Wildlife Service. Wetland mitigation, fish habitat improvement.

Upper Blackfoot River, Lincoln, MT. Bank stabilization.

Deep Creek, Choteau, MT. Stream restoration and fish habitat improvement.

Shields River Stabilization and Habitat Enhancement, Park County CD, MT. Stream restoration, fish habitat improvement and bank stabilization.

Ronan Spring Creek, Ronan, MT. Les Everts, The Confederated Salish & Kootenai Tribes of the Flathead Nation. Stream restoration.

Big Blackfoot River, Lincoln, MT Jim Root, Owner. Bank stabilization using root wads, tree revetments, and rock veins.

Elk Creek, Augusta, MT. USF&W Service. Stream restoration, bank stabilization, fish habitat improvement and construct some new channel.

Spring Creek on Gallatin River near Manhattan, MT. Stream restoration, bank stabilization, fish habitat improvement, and install water control structure for wetland enhancement.

Rowe Excavation, Dillon, MT

Kelly Rowe, the owner of Rowe Excavation, has been restoring streams and wetlands for over 15 years. He started as an excavator operator and learned the subtleties of reconstructing natural systems. Since that time he has grown his business into one with 14 full-time and up to 5 seasonal employees and over 2 million dollars worth of equipment. They have their own fabrication and repair shop, which allows fast material production and delivery.

Rowe Excavation's specialty has always been stream and wetland restoration. Rowe Excavation has worked with a variety of natural resource design consultants implementing restoration projects, and as such, brings a variety of different ideas to a project. The equipment utilized by the company is geared towards restoration of wet environments, and includes excavators with thumbs, low ground-pressure bulldozers and tracked dump trucks among more standard heavy equipment.

The following is a list of projects completed by Rowe Excavation:

Warm Springs Creek
Upper Willow Creek
Big Springs Channel
Parsons Slough
Kids Pond in Townsend
Kids Pond in Whitehall
Rock Creek, tributary of the Big Hole River
Lost Creek, Upper Reach
Lost Creek, Lower Reach
Madison River Spawning Channel
Fox Creek, Driggs, ID
Jackknife Creek, Salt River, WY
Deep Creek, tributary of the Big Hole River
Fish Trap Creek, tributary of the Big Hole River
Toston Wetland
Silver Springs, Sheridan
Beaverhead Spring Creek, Twin Bridges
Stone Creek, Dillon
Muddy Creek Fish Barrier
Grayline Habitat Enhancement, Big Hole River

Revegetation Specialists

Hoitsma Ecological, Inc. provides revegetation implementation services. As such, we have not identified an additional revegetation subcontractor.

SECTION 5: COST PROPOSAL

This section provides rates for projects that would be undertaken through this contact (Table 4).

Table 4. List of hourly rates for personnel and equipment.

PRICE SHEET		
MAINSTREAM RESTORATION, INC. PROJECT TEAM		
JOB TITLES	**PERSONNEL**	**RATE ($/HOUR)**
Hydrologist	Dale Miller, CPESC	$90
Fluvial Geomorphologist	Karin Boyd, PG	$80
Plant Ecologist/Vegetation Specialist	Todd Hoitsma	$80
Hydrologist	Scott Gillilan	$90
Hydraulic Engineer	Paul Sanford, PE	$115
GIS and Database Specialist	Tony Thatcher	$90
Hydrologist	Martha Kauffman	$65
CAD Technician/Graphic Design	Lois Gronseth	$75
Surveyor	Kyle Thompson, LS	$95
Technician/Engineer Intern		$65-$70
Clerical		$35
EQUIPMENT RENTAL		**RATE ($/HOUR)**
GPS		$25
Total Station		$13
ATV		$15
TRAVEL-RELATED EXPENSES	All travel-related reimbursements will be based on allowable state travel rates	
Mileage		
Lodging		
Meals		

SECTION 6. EVALUATION PROCESS

Mainstream Restoration, Inc. understands and will comply.

APPENDIX 1. TEAM RESUMES

APPENDIX 2. CONTRACTOR EQUIPMENT AND RATES